

STATE OF SOUTH CAROLINA

(Caption of Case)

Happy Rabbit, LP on behalf of Windridge
Townhomes,

Complainant

v.

Alpine Utilities, Inc.,

Respondent

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2008 - 360 - S

(Please type or print)

Submitted by: Benjamin P. Mustian, Esquire

SC Bar Number: 68269

Telephone: 252-3300

Address: Post Office Box 8416

Fax: 771-2410

Columbia, SC 29202

Other:

Email: bmustian@willoughbyhoefer.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☒ Other:

INDUSTRY (Check one)

- ☐ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☒ Sewer
☐ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other: _____

NATURE OF ACTION (Check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input checked="" type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

Print Form

Reset Form

WILLOUGHBY & HOEFER, P.A.

ATTORNEYS & COUNSELORS AT LAW
930 RICHLAND STREET
P.O. BOX 8416
COLUMBIA, SOUTH CAROLINA 29202-8416

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ANDREW J. MACLEOD

AREA CODE 803
TELEPHONE 252-3300
TELECOPIER 256-8062

TRACEY C. GREEN
SPECIAL COUNSEL

*ALSO ADMITTED IN TX

December 19, 2008

VIA HAND DELIVERY

Richard L. Whitt, Esquire
Austin & Rogers, P.A.
508 Hampton Street, Suite 300
Columbia, SC 29211

RECEIVED
2008 DEC 19 PM 3:44
SC PUBLIC SERVICE
COMMISSION

RE: Happy Rabbit, LP on Behalf of Windridge Townhomes, Complainant, v Alpine
Utilities, Incorporated, Respondent; Docket No. 2008-360-S

Dear Mr. Whitt:

Enclosed please find Alpine Utilities, Inc.'s First Set of Interrogatories, First Set of Requests to Produce & First Set of Requests to Admit to Happy Rabbit, LP in the above-referenced docket. Pursuant to 26 S.C. Code Ann. Regs. R.103-833, I am simultaneously herewith filing a copy of these discovery requests with the Public Service Commission of South Carolina.

If you have any questions, or need any additional information, please do not hesitate to contact me. With best regards, I am

Sincerely,

Willoughby & Hoefer, P.A.



Benjamin P. Mustian

BPM/cf
Enclosures

cc: The Honorable Charles L. A. Terreni
Nanette S. Edwards, Esquire

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2008-360-S

RECEIVED
PUBLIC SERVICE
COMMISSION
MARCH 19 PM 3:45

IN RE:)
)
Happy Rabbit, LP on behalf of Windridge,)
Townhomes,)
)
Complainant)
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v.)
)
Alpine Utilities, Inc.,)
)
Defendant.)
_____)

**DEFENDANT'S FIRST SET OF
INTERROGATORIES**

TO: Complainant Happy Rabbit, a South Carolina Limited Partnership, hereinafter referred to as "Complainant Happy Rabbit" or "Complainant", and its attorney of record, Richard L. Whitt, Esq.

Defendant Alpine Utilities, Inc., through undersigned counsel, hereby requires the above-named Complainant to answer under oath the Interrogatories hereinafter set forth within twenty (20) days after the service thereof in accordance with 26 S.C. Code Ann. 103-833.B (Supp. 2007) and Commission rules and regulations. These interrogatories shall be deemed continuing, and if complete answers to any of them are not presently available, and the information becomes available before trial, supplemental answers are required at such time as this information becomes available.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Interrogatories shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to these Interrogatories in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8½" x 11" format.
6. That each Interrogatory be reproduced at the beginning of the response thereto.
7. That Complainant provide the undersigned with responses to these Interrogatories as soon as possible but **not later than twenty (20) days from the date of service hereof.**
8. If the response to any Interrogatory is that the information requested is not currently available, state when the information requested will become available.
9. These Interrogatories shall be deemed continuing so as to require Complainant to supplement or amend their responses as any additional information becomes available up to and through the date of trial.
10. If a privilege not to answer an Interrogatory is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.
11. If a refusal to answer an Interrogatory is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.
12. Answer each Interrogatory on the basis of the entire knowledge of Complainant, including information in the possession of Complainant or its consultants, representatives, agents, experts, and attorneys, if any.

13. If any Interrogatory cannot be answered in full, answer to the extent possible and specify the reasons for Complainant's inability to answer.

DEFINITIONS

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "You" or "your" shall refer to Complainant, its successors, assigns, representatives, partners, agents, consultants, experts, and attorneys, if any.

2. "Complainant" shall refer to Complainant Happy Rabbit, a South Carolina limited partnership, whether or not on behalf of Windridge Townhomes, and includes its successors, assigns, representatives, partners, agents, consultants, experts, and attorneys, if any.

3. "Windridge Townhomes" shall refer to the duplexes, neighborhood, subdivision or other development located in the 3300 Block of Kay Street, Columbia, Richland County, South Carolina.

4. "Escrow Account" shall refer to the account purportedly established at "Carolina First Bank" as referred to in Complainant Happy Rabbit's Complaint filed on or about September 15, 2008 and Return to Motion filed on or about November 24, 2008 in the above-captioned proceeding.

5. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

6. "Document" shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of the foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cables, papers, agreements, contracts, purchase orders, acknowledgments, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meetings of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. In all cases where originals and/or non-identical copies are not available, "document" also means identical copies of original documents and copies of non-identical copies.

7. "Identify" or "identity" used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question.

8. "Identify" or "identity" used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in Complainant's possession or subject to their control, state what disposition was made of it.

9. "Address" means home address, mailing address, school address, and business address.

10. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

INTERROGATORIES

1. Give the names and addresses of persons known to you or counsel to be witnesses concerning the facts of this case and please indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. For each person known to you or counsel to be a witness concerning the facts of this case, set forth either a summary sufficient to inform Defendant of the important facts known to or observed by such witnesses, or provide a copy of any written and recorded statements taken from such witnesses.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of you or your counsel that relates to the claims or defenses in this case.

4. List the names and addresses of any expert witnesses whom you propose to use as witnesses in support of Complainant's claims or defenses.

5. Set forth an itemized statement of all damages claimed to have been sustained by Complainant.

6. Specifically identify any documents in your possession that you contend support your claims in this case.

7. List the names and addresses of each current tenant of Windridge Townhomes.

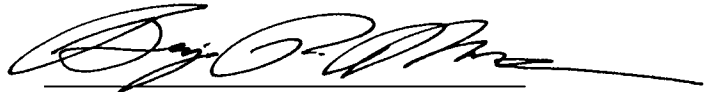
8. List, state or identify the date the Escrow Account referred to in the Complainant's Complaint and Return to Motion was established.

9. List, state or identify the current balance of the Escrow Account.

10. List, state or identify the dates deposits have been made into and withdrawals have been made from the Escrow Account since January 1, 2008.

Respectfully submitted,

By:

A handwritten signature in black ink, appearing to read "John M.S. Hoefer", written over a horizontal line.

John M.S. Hoefer, Esquire
Benjamin P. Mustian, Esquire
Willoughby & Hoefer, P.A.
P.O. Box 8416
Columbia, SC 29202-8416
(803) 252-3300

Attorneys for Defendant Alpine
Utilities, Inc.

Columbia, South Carolina
December 19, 2008.

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2008-360-S

RECEIVED
2008 DEC 19 PM 3:45
SOUTH CAROLINA
PUBLIC SERVICE
COMMISSION

IN RE:)
)
Happy Rabbit, LP on behalf of Windridge,)
Townhomes,)
)
Complainant)
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v.)
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Alpine Utilities, Inc.,)
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Defendant.)
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**DEFENDANT'S FIRST SET OF
REQUESTS FOR PRODUCTION**

TO: Complainant Happy Rabbit, LP on behalf of Windridge Townhomes, hereinafter referred to as "Complainant Happy Rabbit" or "Complainant", and its attorney of record, Richard L. Whitt, Esq.

Defendant, pursuant to 26 S.C. Code Ann. Regs. R. 103-833.C (Supp. 2007) and the rules and regulations of the Public Service Commission of South Carolina ("Commission"), hereby serves Complainant Happy Rabbit with the following Request For Production ("Request") and requests that Complainant produce within twenty (20) days after service of this Request, at the offices of Defendant's counsel Willoughby & Hoefer, P.A., 930 Richland Street, Columbia, South Carolina 29202, each and every document requested herein, for inspection and copying of said documents by Complainant. IF YOU CONTEND THAT ANY OF THE REQUESTED MATERIAL NEED NOT BE PRODUCED, IDENTIFY SUCH MATERIAL AND SET FORTH THE BASIS FOR YOUR

CONTENTION IN ACCORDANCE WITH 26 S.C. CODE ANN. REGS. R. 103-833.C (SUPP. 2007) AND THE RULES AND REGULATIONS OF THE COMMISSION.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information shall be provided to the undersigned in the format as requested.
2. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to this Request in the appropriate sequence.
3. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.
4. That all exhibits be reduced to an 8½" x 11" format.
5. That each Request be reproduced at the beginning of the response thereto.
6. That Complainant provide the undersigned with responses to this Request as soon as possible but **not later than twenty (20) days from the date of service hereof.**
7. If the response to any Request is that the information requested is not currently available, state when the information requested will become available.
8. This Request shall be deemed continuing so as to require Complainant to supplement or amend its responses as any additional information becomes available up to and through the hearing of the case.
9. If a privilege not to answer is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.
10. If a refusal to respond to a Request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.
11. Answer each Request on the basis of the entire knowledge of Complainant, including information in the possession of Plaintiff or its consultants, representatives, agents, experts, and attorneys, if any.
12. If any Request cannot be answered in full, answer to the extent possible and specify the reasons for Complainants' inability to answer.

DEFINITIONS

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "You" or "your" shall refer to Complainant and includes its successors, assigns, representatives, partners, agents, consultants, experts, and attorneys, if any.
2. "Complainant" shall refer to Complainant Happy Rabbit, a South Carolina limited partnership, whether or not on behalf of Windridge Townhomes, and includes its successors, assigns, representatives, partners, agents, consultants, experts, and attorneys, if any.
3. "Windridge Townhomes" shall refer to the duplexes, neighborhood, subdivision or other development located in the 3300 Block of Kay Street, Columbia, Richland County, South Carolina.
4. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.
5. "Document" shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of the foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cables, papers, agreements, contracts, purchase orders, acknowledgments, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meetings of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. In all cases where originals and/or non-identical copies are not available, "document" also means identical copies of original documents and copies of non-identical copies.
6. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

REQUEST FOR PRODUCTION

1. All letters, memos, notes, e-mails, faxes, statements, reports, lists, proposals, agreements, contracts, draft contracts, photographs (positive or negative prints), videos, plats and sketches or other documents in your possession or to which you have access relating to any claim or

defense in the case including all writings or other document Complainant intends to use at the trial of this case.

2. Any document relied upon in preparing responses and/or answers to Defendant's First Set of Interrogatories to Complainant Happy Rabbit and, in addition, any document that supports or is identified in responses or answers to Defendant's First Set of Interrogatories to Complainant Happy Rabbit.

3. All statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, relating to any claim or defense in this action.

4. Copies of all letters, memos, notes, e-mails, reports, applications, filings, deeds or contracts including drafts, and all correspondence and other documents prepared by or reviewed by any expert consulted by Complainant or counsel and other documentary evidence reflecting opinion(s) of such experts or consultants.

5. Copies of all letters, memos, notes, e-mails, reports, applications, filings, deeds or contracts including drafts and all correspondence and other documents relating to the transfer, sale or purchase of Windridge Townhomes to or by Carolyn D. Cook.

6. Copies of all letters, memos, notes, e-mails, reports, applications, filings, deeds or contracts including drafts and all correspondence and other documents relating to the transfer, sale or purchase of Windridge Townhomes to or by Complainant Happy Rabbit.

7. Copies of all letters, memos, notes, e-mails, reports, applications, filings, deeds or contracts, including drafts and all correspondence and other documents relating to the creation, certification, incorporation or formation of the Limited Partnership known or referred to as Happy Rabbit, L.P.

8. Copies of all lease agreements, rental agreements, contractual agreements entered into between Complainant Happy Rabbit and any and all tenants of Windridge Townhomes.

9. Copies of all lease agreements, rental agreements, contractual agreements entered into between Complainant Cook and any and all tenants of Windridge Townhomes.

10. Copies of all advertisements, brochures, newsletters, real estate listings, and other documents relating to the leasing or renting of units to tenants or potential tenants of Windridge Townhomes.

11. Copies of all documents pertaining to the establishment of a customer relationship between Alpine Utilities, Inc. and any current or former owner of the real property comprising Windridge Townhomes.

12. Copies of any and all plats, maps, blueprints, design drawings, architectural plans,

engineering plans, diagrams, photographs, surveys, deeds or other documents depicting the layout of the Windridge Townhomes development including the location of any utility lines or easements.

13. Copies of any and all plats, maps, blueprints, design drawings, architectural plans, engineering plans, diagrams, photographs, surveys, deeds or other documents depicting the layout, design or location of individual duplex buildings located within the Windridge Townhomes development including the location of any utility lines or easements.

14. Copies of any and all bank statements, balance sheets, and other such documents received or obtained since January 1, 2008 relating to the "Escrow Account" established at "Carolina First Bank" as referred to in Complainant Happy Rabbit's Complaint filed on or about September 15, 2008 and Return to Motion filed on or about November 24, 2008 in the above-captioned proceeding.

Respectfully submitted,

By: 

John M.S. Hoefer, Esquire
Benjamin P. Mustian, Esquire
Willoughby & Hoefer, P.A.
P.O. Box 8416
Columbia, SC 29202-8416
(803) 252-3300
Attorneys for Defendant Alpine
Utilities, Inc.

Columbia, South Carolina
December 19, 2008.

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2008-360-S

IN RE:)
)
Happy Rabbit, LP on behalf of Windridge,)
Townhomes,)
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Complainant)
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v.)
)
Alpine Utilities, Inc.,)
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Defendant.)
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**DEFENDANT'S FIRST SET OF
REQUESTS TO ADMIT**

TO: Complainant Happy Rabbit, LP on behalf of Windridge Townhomes, hereinafter referred to as "Complainant Happy Rabbit" or "Complainant" and its attorney of record, Richard L. Whitt, Esq.

The above-named Defendant, pursuant to 26 S.C. Code Ann. Regs. R. 103-835 (Supp. 2007) and Rule 36, South Carolina Rules of Civil Procedure ("SCRCPP"), hereby serves Complainant with the following First Set of Requests For Admission to be answered separately within thirty (30) days from the date of service hereof, and request that the documents identified in such written response be produced for inspection and copying to the undersigned within the same time period.

DEFINITIONS

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "Complainant" shall refer to Complainant Happy Rabbit, a South Carolina limited partnership, whether or not on behalf of Windridge Townhomes, and includes its successors, assigns, representatives, partners, agents, consultants, experts, and attorneys, if any.

2. Any reference to Complainant Happy Rabbit includes successors, assigns, representatives, agents, consultants, experts, and attorneys, if any of Complainant.

3. "Windridge Townhomes" shall refer to the duplexes, neighborhood, subdivision or other development located in the 3300 Block of Kay Street, Columbia, Richland County, South Carolina.

4. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

5. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

REQUESTS FOR ADMISSION

1. Admit that Complainant Happy Rabbit, as owner or operator of Windridge Townhomes or otherwise, is a customer of Defendant Alpine Utilities, Inc.

2. Admit that Defendant Alpine Utilities, Inc. currently supplies sewer service to Complainant Happy Rabbit.

3. Admit that tenants of Windridge Townhomes have not established any customer relationships with Defendant Alpine Utilities, Inc. for the purpose of receiving sewer service at their units in Windridge Townhomes.

4. Admit that Complainant Happy Rabbit, as owner or operator of Windridge Townhomes or otherwise, makes sewer service available to the tenants of Windridge Townhomes.

5. Admit that Complainant Happy Rabbit, as owner or operator of Windridge Townhomes, has agreed to include sewer service as part of the rental or lease agreement with tenants of Windridge Townhomes.

6. Admit that the sewer service available to tenants of Windridge Townhomes is provided by Complainant Happy Rabbit as a customer of Defendant Alpine Utilities, Inc.

7. Admit that TFB Construction Company constructed the sanitary sewage system to serve Windridge Townhomes.

8. Admit that TFB Construction Company, for Complex Partnership, entered into an agreement with Defendant Alpine Utilities, Inc. whereby TFB Construction Company, for Complex Partnership, agreed to take sewer service from Defendant Alpine Utilities, Inc. as long as Defendant Alpine Utilities, Inc. remains approved to render such service from the South Carolina Department of Health and Environmental Control.

9. Admit that Carolyn D. Cook, as prior owner of Windridge Townhomes, purchased Windridge Townhomes subject to the agreement between TFB Construction Company, for Complex Partnership and Defendant Alpine Utilities, Inc.

10. Admit that Complainant Happy Rabbit purchased Windridge Townhomes subject to the agreement between TFB Construction Company, for Complex Partnership and Defendant Alpine Utilities, Inc.

Respectfully submitted,

By:



John M.S. Hoefer, Esquire
Benjamin P. Mustian, Esquire
Willoughby & Hoefer, P.A.
P.O. Box 8416
Columbia, SC 29202-8416
(803) 252-3300

Attorneys for Defendant Alpine
Utilities, Inc.

Columbia, South Carolina
December 19, 2008.

BEFORE
THE PUBLIC SERVICE COMMISSION OF
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SOUTH CAROLINA
PUBLIC SERVICE
COMMISSION

2008 DEC 19 PM 3:45

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Happy Rabbit, LP on behalf of Windridge,)
Townhomes,)
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Defendant.)
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CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day one (1) copy of **Defendant's First Set of Interrogatories to Complainant, Defendant's First Request for Production to Complainant and Defendant's First Set of Requests for Admission to Complainant** via hand delivery to the address below:

Richard L. Whitt, Esquire
Austin & Rogers, P.A.
508 Hampton Street, Suite 300
Columbia, SC 29211

I further certify that I have caused to be served one (1) copy of the above-referenced documents by placing same in the care and custody of the United States Postal Service with first class postage affixed thereto and addressed as follows:

Nanette S. Edwards, Esquire
Office of Regulatory Staff
Post Office Box 11263
Columbia, South Carolina 29211



Andrew Dorsey

Columbia, South Carolina
This 19th day of December, 2008.

RECEIVED

2008 DEC 19 PM 3:45

SO. CAROLINA SERVICE
COMMISSION